a debt unevidenced by any writing orally directed the debtor to pay another with the intent of making a gift to that person. The court held there was no delivery, as no instrument by the use of which the debt could be reduced into possession was delivered to the donee. In *Cook* v. *Lum* (1893), 55 N. J. L. 373, where the only evidence of the debt was a piece of paper with a column of figures, the court held that the delivery of this paper to the donee with the intent of making a gift was not a valid gift, for the donor parted with nothing which was essential to his own dominion over the money in question. To be a delivery of a chose in action in the above jurisdictions, there must be delivery of the donor's voucher of right or title to the donee; and if there is no written evidence of the chose the donor, it would seem, must create written evidence if he would make a valid gift. *Cook* v. *Lum, supra; Adams* v. *Merced Stone Co.* (1917), 178 Pac. 498. There is another line of authorities, however, which follow the doctrine laid down in the principal case, and hold that where the creditor of a debt unevidenced by any writing directs the debtor to pay it to another the gift is executed because the donor has done all that could be done under the circumstances to make a delivery. *Ebel* v. *Piehl* (1903), 134 Mich. 64. It is interesting to note that the court in the principal case does not rest its decision upon the ground that no delivery was necessary in such cases, but satisfies itself with saying "there was an absolute completed gift when Thersa Stratman directed the defendant to pay the money to Tracey, and *there was a sufficient constructive delivery.*" Just what constituted this constructive delivery outside of the intent to give is hard to say. It would seem that the effect of the court's decision is to hold that no delivery is necessary when the thing sought to be given is a chose in action unevidenced by any writing, and that another limitation is thus placed upon the doctrine of *Irons* v. *Smallpiece, supra.* It is submitted that the conclusion at which the court in the principal case arrived was correct, but that the decision might well have been placed upon the ground that no delivery in such cases is necessary.

HUSBAND AND WIFE—ATTORNEY'S FEE NOT "REASONABLE AND NECESSARY FAMILY EXPENSE."—In a suit brought under the Iowa Code, which allows the estate of the wife to be held for "reasonable and necessary family expense," it was *held* that litigation expenses incurred by the husband in defending a charge of felony were not "family expense," and that the estate of the wife was not liable therefor under the above statute. *Sager, Sweet, and Edwards* v. *Risk et al.* (Iowa, 1920), 180 N. W. 299.

The liability of the wife for "family expense" is entirely statutory, the husband being under obligation to pay all such expenses under the common law. *McCartney & Sons* v. *Carter,* 129 Iowa 20; *Martin* v. *Vertres,* 130 Iowa 175. Hence, the liability of the wife must be determined entirely from the construction of the statute and the meaning of the words "family expense." The meaning of this phrase has generally been limited to things used in the family, kept for the family use, or beneficial thereto. *Smedley* v. *Felt,* 41 Iowa 588; *Phipps* v. *Kelly,* 12 Ore. 213, 6 Pac. 707. But this is not neces-

sarily limited by those things that are reasonably necessary for family use so long as they in fact go to the family support or are used jointly by the husband and wife. The extreme of this appears in *Neasham* v. *McNair,* 103 Ia. 695, in which the wife's estate was held for an expensive stick-pin purchased and used by the husband exclusively. This was held to be family expense upon the basis that since it was an article of personal adornment commensurate with the wealth and position of the family, it was "family expense" to the same degree as expensive clothing, which has always been considered in that category. On the other hand, a buggy purchased by the husband primarily for his personal use and to aid him in carrying on his professional duties as a doctor is not within this classification. *Staver Carriage Co.* v. *Beudry,* 138 Ill. App. 147. The argument of the plaintiffs in the principal case is based upon the holding of various courts that medical expenses incurred by the husband for his own illness are expenses of the family for which the wife may be held under similar statutes. *Vest* v. Kramer, — Ia. —, 114 N. W. 886; *Murdy* v. *Skyles,* 101 Ia. 549, 70 N. W. 714; *Leake* v. *Lucas,* 65 Neb. 359, 91 N. W. 374. And the claim is that litigation expenses should fall into the same category as medical and surgical expenses. The basis brought forward to support this is that all such expenses benefit the family in that they tend to return the husband to the bosom of his family. The court seems to adopt the sound view when it says that such an argument, if applied to expenses of litigation, would impose a liability on the wife for any legal difficulties in which the husband might become involved, so long as they might, by a successful culmination, result in making the husband better able to support his family. Such a result does not seem contemplated by the statute, which makes the wife liable for "only reasonable and necessary family expense."

HUSBAND AND WIFE—POSTNUPTIAL CONTRACT TO PAY WIFE AN ALLOWANCE.—The plaintiff and defendant, who were husband and wife, had been living apart for several years by mutual consent. The defendant promised to pay his wife a monthly allowance until such time as they should agree to live together. The wife brings suit for two unpaid installments. *Held,* that the contract was valid and not contrary to public policy. *Vanderburgh* v. *Vanderburgh* (Minn., 1921), 180 N. W. 999.

At common law husband and wife were considered as one person. 1 BL. COM. 442. And contracts between husband and wife were void. 2 KENT, COM. 129; *Farwell* v. *Johnson,* 34 Mich. 342. In most states statutes have given the wife unlimited capacity to contract, and under such statutes contracts between husband and wife are binding. *Winter* v. *Winter,* 191 N. Y. 162; *Cole* v. *Cole,* 231 Mo. 236. However, the law looks with disfavor upon contracts tending to interfere with the continuance of the marriage relation; and contracts whereby the husband agrees to contribute to the support of the wife are invalid if the consideration or a part thereof is an agreement to continue the separate life. *Hill* v. *Hill,* 74 N. H. 288. But if the separation already exists at the time of entering into the contract and